



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

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January 27, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT
ATTORNEY AND THE CITY OF LA MIRADA TO CONTINUE THE STRATEGIES
AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM
(4th DISTRICT) (3 VOTES)**

SUBJECT

The Strategies Against Gang Environments (SAGE) Program provides services to reduce gang violence through the abatement of gang and narcotics-related activities in the City of La Mirada (City) by civil injunctions, forfeiture proceedings, informal intervention, technical assistance to Sheriff's personnel, and other procedures deemed appropriate. The District Attorney is requesting approval to enter into an agreement with the City in the amount not to exceed \$198,067 for the period of February 1, 2009 through January 31, 2010.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to sign and execute an agreement with the City for the SAGE Program. The City will fully offset program costs estimated at \$198,067 for the period of February 1, 2009 through January 31, 2010.
2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the SAGE Program, and to execute and approve up to two one-year extensions to the Agreement, including amendments and augmentations to any program goals or objectives, or budget revisions to the program subject to the payment term limitations in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SAGE Program abates street gang violence and narcotics-related activities by utilizing criminal nuisance abatement and other strategies deemed appropriate by the DA and the City.

This Agreement will provide the services of one Deputy District Attorney (DDA) to the City for this purpose. All services provided shall be consistent with the laws of the State of California, County of Los Angeles, and the guidelines of the DA and the City.

Board approval and signature are required to fully execute the SAGE Agreement.

Implementation of Strategic Plan Goals

This program supports the County's Strategic Plan Goal No. 5, Children and Families Well-Being, to improve the well-being of children and families in Los Angeles County in the area of safety and survival. Approval of the agreement also supports Strategic Plan Goal No. 4, Fiscal Responsibility, by securing an available revenue source at the local level.

FISCAL IMPACT/FINANCING

Funding for this program was included in the 2008-09 budget. The estimated cost of the program is \$198,067 for the period covering February 1, 2009 through January 31, 2010, which will be fully offset by the City.

The annual cost in each subsequent year shall be based on the actual compensation level approved by the County of Los Angeles Board of Supervisors for the DDA assigned to the program.

If funding for this Agreement is terminated, an evaluation will be conducted to determine whether the program will either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to a vacant-budgeted position.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DDA assigned to this program works closely with the Los Angeles Sheriff Department's Special Assignment Officers, the Juvenile Probation Officer, the Adult Probation Officer, the Parole Agent, Public Safety Officers, and School Officials. Efforts have been concentrated on case tracking, gang tracking, juvenile intervention/truancy and criminal nuisance abatement.

The DDA focuses on tracking serious or violent offenses involving gang members, vandalism/graffiti, narcotics users/sellers and problem locations such as bars or smoke shops. The DDA provides relevant background information to the filing DDA or courtroom DDA on applicable cases.

This background information assists with the determination of criminal charges and enhancement allegations as well as the successful prosecution of cases in court. The DDA requests and enforces specific conditions of probation and reports probation violations to the court. In addition, the DDA monitors the City gangs by gathering gang intelligence and actively seeks the filing of the gang enhancement allegations under Penal Code 186.22 to applicable felony charges. The DDA participates in weekly School Attendance Review Board meetings and DA mediation hearings to identify at-risk students and to address early truancy, delinquency and gang activity before it escalates.

Six known narcotics locations have recently been abated in the City and several gang cases are currently being investigated under the SAGE Program. A significant impact of the SAGE program has been the growing reputation of the City as a proactive community. The SAGE program has made an accomplishment toward crime prevention through the collaborative efforts of law enforcement and other public agencies.

This Agreement contains a mutual indemnification provision in order to satisfy the City and County requirements. County Counsel has reviewed and approved the enclosed Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

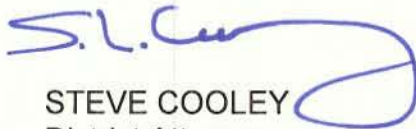
This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of January 27, 2009, requiring clearance with Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

The Honorable Board of Supervisors
January 27, 2009
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CONCLUSION:

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter to Ms. Myrna F. Tanalega, Grants Section, County of Los Angeles District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Tanalega at (213) 202-7683 or via email at mtanaleg@da.lacounty.gov.

Very truly yours,



STEVE COOLEY
District Attorney

mft:al

c: Chief Executive Officer
County Counsel
Sheriff
Chief Probation Officer

AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF LA MIRADA FOR THE
STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM

This Agreement is made and entered into this _____ day of _____, 200_, by and between the County of Los Angeles, a political subdivision of the State of California (COUNTY), and the City of La Mirada (CITY), a general law city, under the laws of the State of California and both of whom are collectively referred to as the PARTIES.

WHEREAS, the CITY is in need of a program to reduce street gang activity and graffiti problems, to reduce illicit narcotics sales and use and to abate criminal nuisance conditions and activities; and

WHEREAS, the COUNTY, through its Office of the District Attorney, with the CITY recognizes the need for innovative approaches for the suppression of street gang activity, graffiti, vandalism, narcotics sales and use, criminal nuisance properties and related problems; and

WHEREAS, the COUNTY has adopted and is implementing in other cities a program called Strategies Against Gang Environments (SAGE) which provides legal services aimed at reducing street gang activity, narcotics sales and use and related problems occurring within cities; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the SAGE program within the territorial boundaries of the City of La Mirada;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1.0 **PURPOSE**

The purpose of this Agreement is to maintain one deputy district attorney within the City of La Mirada, to perform services, as mutually agreed upon by both PARTIES, to reduce gang violence through the abatement of gang and narcotic-related activities in the City of La Mirada by civil injunctions, forfeiture proceedings, informal intervention, technical assistance to Sheriff's personnel and other procedures deemed appropriate by the PARTIES. These services shall be consistent with the laws of the State of California and the guidelines of the COUNTY and CITY.

2.0 **TERM OF AGREEMENT**

The term of this Agreement shall commence on February 1, 2009 and continue through January 31, 2010, unless sooner terminated as provided herein. Upon mutual agreement of both PARTIES, this Agreement may be extended for up to two additional one-year periods.

3.0 **COUNTY OBLIGATIONS**

COUNTY shall provide, on behalf of CITY, the services of one deputy district attorney, from the Community Prosecution Division, on a full-time basis, to

pursue appropriate criminal sanctions against targeted offenders, criminal nuisance abatement actions and advise and work with the La Mirada Public Safety Office and other law enforcement officers, community leaders, city officials, and other members of the community, to assist the CITY in the development of a multifaceted strategy for improving public safety, including the use of civil injunctions. The COUNTY shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the deputy district attorney assigned to the CITY. Specific tasks to be performed shall be subject to the approval of the City Public Safety Director. The COUNTY shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The prosecutor assigned to the CITY pursuant to this Agreement will appropriately, independently, and pursuant to legal rules of ethics and professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and SAGE program legal services. Subject to the COUNTY's discretion, the specific activities shall include, but are not limited to:

- 3.1 The tracking of criminal cases and creation of profiles, as allowed by law, of the most problematic gang and/or tagger youths in the CITY in an effort to provide prosecutors, probation officers, parole agents, school officials, judges and other pertinent personnel with current and accurate

information that is relevant to the determination of suitable terms of punishment and/or supervised probation; and

- 3.2 The initiation of civil injunctive relief that is deemed appropriate, including, but not limited to, the abatement of public nuisances such as illegal drug sales, gang activity and other conditions which have the tendency to lead to the commission of violent and serious gang-related crimes; and
- 3.3 The use of civil and quasi-criminal procedures that are deemed appropriate and which are intended to help reduce the incentives for criminal and gang activities; and
- 3.4 Participation in neighborhood and community programs to improve public safety and reduce gang activity.

4.0 **CITY OBLIGATION**

The CITY shall provide the office space for one deputy district attorney assigned to perform the services of this Agreement.

5.0 **PAYMENT TERMS**

The contract sum, payable by CITY to COUNTY will not exceed \$198,067 for the period covering February 1, 2009 through January 31, 2010. Actual costs for salary and employee benefits is payable by the CITY to the COUNTY for assuming the role of Deputy District Attorney and providing all services for the implementation of the SAGE Program, as specified in this Agreement.

Annual cost in each subsequent year shall be limited to the actual salary and employee benefits of the assigned deputy, including any increases approved by the COUNTY for Deputy District Attorney staff.

6.0 MUTUAL INDEMNIFICATION

- 6.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of SAGE program activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense cost, adjuster fees and attorney fees directly resulting therefrom.
- 6.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of SAGE program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense cost, adjuster fees and attorney fees directly resulting therefrom.

7.0 **VALIDITY**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

8.0 **WAIVER**

No waiver of any breach of this Agreement by either party shall constitute a waiver of any breach of this Agreement including a subsequent breach of the same provision.

9.0 **GOVERNING LAWS**

This Agreement shall be interpreted according to the laws of the State of California.

10.0 **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.

11.0 **PURCHASING RECYCLED-CONTENT BOND PAPER**

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at County landfills, CITY agrees to use recycled content bond paper to the maximum extent possible on the project.

12.0 **CITY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CITY acknowledges that the COUNTY places a high priority on the

implementation of the Safely Surrendered Baby Law. The CITY understands that it is the COUNTY'S policy to encourage all County affiliates to voluntarily post COUNTY'S "Safely Surrendered Baby law" poster in a prominent position of CITY'S place of business. The County's Department of Children and Family Services will supply CITY with the poster to be used.

13.0 **ALTERATION OF TERMS**

This writing and any amendments thereto, constitute the entire agreement between the parties. This Agreement may not be altered or modified except by the express written consent of both the LADA and CITY. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which formally approved and executed by the parties.

14.0 **INVOICES AND PAYMENTS**

14.1 All invoices under this Agreement shall be submitted to the following address:

City of La Mirada
Anne Haraksin, Public Safety Manager
13700 La Mirada Blvd.
La Mirada, California 90638

14.2 Such payment will be made in accordance with the provisions as specified herein. COUNTY shall submit a monthly invoice to CITY within 30

calendar days after the end of the month in which services were provided.

Invoices will charge actual costs for salary and employee benefits of the deputy district attorney. CITY shall pay each monthly invoice within sixty (60) days following the date of the invoice.

15.0 **TERMINATION**

This Agreement may be terminated by either party upon 30 days written notice.

All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chairman and the seal of said Board to be hereto affixed by the Executive Officer-Clerk thereof, and the City of La Mirada has caused this Agreement for the Strategies Against Gang Environments to be signed by its duly authorized officers.

County of Los Angeles

By _____
Steve Cooley, District Attorney

City of La Mirada
a municipal corporation

By _____
Hal Malkin, Mayor

Date: _____

Attest:
City Clerk

By _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date: _____

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By _____
Deputy